

# **INTERLOCAL AGREEMENT FOR PURCHASE OF REMOTE SENSING DATA AND RELATED SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Agreement"), made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Brazoria County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County" having its principal place of business at 111 E. Locust St., Angleton, TX 77515.

WITNESSETH:

**WHEREAS**, H-GAC is a regional planning commission operating under Chapter 391 Texas Local Government Code; and

**WHEREAS**, County desires to purchase certain governmental administrative functions, goods, or services specific to remote sensing including LiDAR (Light Detection and Ranging) and all associated remote sensing related services, and

**WHEREAS**, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

**WHEREAS**, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and County are authorized to enter into agreements to perform governmental functions and services, and under Texas District Code § 391.005, H-GAC and County are authorized to contract together for H-GAC to perform certain services for County.

**NOW, THEREFORE**, H-GAC and County do hereby agree as follows:

## **ARTICLE 1   LEGAL AUTHORITY**

County warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. H-GAC warrants and assures County that it possesses adequate legal authority to enter into the Agreement.

## **ARTICLE 2   APPLICABLE LAWS**

H-GAC and County agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

## **ARTICLE 3   WHOLE AGREEMENT**

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral or written agreements between the parties relating to matters herein. This Agreement cannot be modified without written consent of the parties.

## **ARTICLE 4   PERFORMANCE PERIOD**

The term of this Interlocal Agreement shall be effective when fully executed by all parties and continue thereafter until fully performed.

H-GAC or County may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of County, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by H-GAC or County.

## **ARTICLE 5 SCOPE OF SERVICES**

H-GAC agrees to purchase for County remote sensing data and all associated remote sensing services on behalf of County and the members of the Geographic Data Workgroup, as enumerated through the submission of a duly executed purchase order, order form, or resolution. All material purchased hereunder shall be in accordance with specifications established by County and approved by both the H-GAC's Data Analytics & Research Director and the H-GAC's Executive Director.

County authorizes H-GAC to purchase services and materials specified by a purchase order.

The materials and services shall be procured in accordance with procedures in accordance with Texas law.

Ownership (title) of material purchased shall transfer directly from the vendor to County.

## **ARTICLE 6 PAYMENTS**

County agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to County during the current fiscal year, on or before the date of the delivery of materials and services to be provided.

## **ARTICLE 7 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation. H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Geographic Data Workgroup to be performed hereunder, with the prior written consent of the Matt Hanks of County or his/her designee.

## **ARTICLE 8 TERMINATION PROCEDURES**

Either H-GAC or County may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, County agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

## **ARTICLE 9 NOTICE**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the H-GAC at the following address:

Houston-Galveston Area Council  
3555 Timmons Lane Suite 120  
Houston, Texas 77027  
**Attn: Jochen Floesser, Director of Data Analytics & Research**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the County at the following address:

Brazoria County Courthouse  
111 E. Locust St.  
Angleton, TX 77515  
**Attn: Matt Hanks**  
**County Engineer**

## **ARTICLE 10 SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

## **ARTICLE 11 FUNDING BY COUNTY**

It is expressly understood and agreed to by the parties, such understanding and agreement being of the absolute essence to this Agreement, that County shall have the total maximum sum of \$384,000.00 allocated to fully discharge any and all obligations created by the terms of this Agreement and that the total maximum sum County shall become liable to expend under the terms of this Agreement shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Article and certified as available therefore by the County Auditor.

## **ARTICLE 12 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

**ARTICLE 13 VENUE**

Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in triplicate originals, has been executed by the parties hereto as follows:

**BRAZORIA COUNTY**

**HOUSTON-GALVESTON AREA COUNCIL**

\_\_\_\_\_  
BY L. M. "Matt" Sebesta Jr.  
County Judge

DATE \_\_\_\_\_

\_\_\_\_\_  
Chuck Wemple  
Executive Director

DATE \_\_\_\_\_